

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4	Page 1 of 41
2. Contract No.		3. Solicitation No. DAAE07-00-R-L014		4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2000MAY02	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By TACOM AMSTA-CM-CLGA WARREN, MICHIGAN 48397-5000			Code W56HZV	8. Address Offer To (If Other Than Item 7) RETURN TO BUYER IN BLOCKS 7A AND 7B		

SOLICITATION

NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 Signed **copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in** RETURN TO BUYER IN BLKS 7A AND 7B **until** 03:00pm **(hour) local time** 2000JUN02 **(Date).**

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name ROSALIE WILLIAMSON E-mail address: WILLIARO@TACOM.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (810) 574-8089
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11. Table Of Contents

(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	17
X	B	Supplies or Services and Prices/Costs	4	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	6	X	J	List of Attachments	24
X	D	Packaging and Marking	8	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	9	X	K	Representations, Certifications, and Other Statements of Offerors	25
X	F	Deliveries or Performance	10				
X	G	Contract Administration Data	11	X	L	Instrs., Conds., and Notices to Offerors	35
X	H	Special Contract Requirements	12		M	Evaluation Factors for Award	

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ **calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.**

13. Discount For Prompt Payment
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:	Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter	Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)
15B. Telephone Number (Include Area Code)			17. Signature
15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer			18. Offer Date

AWARD (To be completed by Government)

19. Accepted As To Items Numbered	20. Amount	21. Accounting And Appropriation
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)
24. Administered By (If other than Item 7)	Code	25. Payment Will Be Made By
SCD PAS ADP PT		27. United States Of America (Signature of Contracting Officer)
26. Name of Contracting Officer (Type or Print)		28. Award Date

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-R-L014 MOD/AMD	Page 2 of 41 REPRINT
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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.204-4006 (TACOM)	TACOM'S ACQUISITION CENTER HOME PAGE ON THE WORLD-WIDE WEB	APR/1999

(a) We have replaced the TACOM Electronic Bulletin Board (EBB) with a World-Wide Web Home Page. Most of the information you formerly could find on the EBB now appears on our home page, and we've added items that were not available on-line before now. You'll find that the Acquisition Center Home Page is much easier to use than the EBB. The home page, which is accessible using any commercial web-browser, appears at this http: www.tacom.army.mil/acqcen/

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial Web Sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software-developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) The following solicitation information and open actions are available on our home page:

- Competitive Solicitations for Spare and Repair Parts
- Sole Source/Restricted Buys (Subcontracting Opportunities)
- Base Operations Procurement Information
- Information Technology and Services Acquisitions, and
- Commercial Vehicle Solicitations.

In addition, you'll also find:

- current TACOM Master Solicitations, to include a master solicitation for simplified acquisitions,
- Draft Solicitations
- Market Surveys/Sources Sought Notices
- Broad Agency Announcements
- TACOM Acquisition Center Points of Contact
- Proposal Submission Guidelines
- Searchable Database for Procurement History
- Central Contractor Registration (CCR) Information
- Environmental Information
- Acquisition Reform information
- Link to CBDNet, and
- a Listing of Procurement References and Other Government Links.

(d) All solicitations are now available on the TACOM web page and are no longer available in hard copy. The TDPs, and other documents, when available electronically, will be an attachment to the solicitation package on the web. Documents not available on the web will be identified in the solicitation package and shall be available from the TACOM Bid Lobby. Instructions for requesting this information shall be available on the Acquisition Center home page. Please see [Proposal Submission Guidelines](#) on the home page for more information.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (810) 574-7059, or send an E-Mail message to:
acqcenweb@tacom.army.mil

If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item.

end

A-2	52.204-4007 (TACOM)	EXECUTIVE SUMMARY--REQUIRED USE OF ELECTRONIC COMMERCE	JUL/1999
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This solicitation contains a Section H and a Section L provision concerning TACOM's use of Electronic Commerce, which includes Electronic Data Interchange (EDI) and the Worldwide Web (WWW), in issuing awards, contract modifications and delivery orders. The selected offeror is required to register with DoD Central Contractor Registration (CCR) and will receive an electronic Notice of Award/Modification via e-mail. All awards, modifications, and delivery orders are posted on the TACOM Business Opportunities Webpages. The contractor will have the option of downloading the award from the WWW or receiving it through EDI.

A-3	52.215-4854	PAPERLESS ELECTRONIC RESPONSES REQUIRED IN RESPONSE TO THIS SOLICITATION/REQUEST	APR/1999
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TACOM DOES NOT ACCEPT PAPER RESPONSES/OFFERS ANY LONGER. WE WILL NOT ACCEPT PAPER OFFERS IN RESPONSE TO THIS

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-R-L014 MOD/AMD	Page 3 of 41 REPRINT
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Name of Offeror or Contractor:

SOLICITATION/REQUEST. YOU ARE REQUIRED TO SUBMIT YOUR OFFER, BID, OR QUOTE VIA PAPERLESS ELECTRONIC MEDIA. SEE THE PROVISION ENTITLED "ELECTRONIC OFFERS (OR 'QUOTES' OR 'BIDS') REQUIRED IN RESPONSE TO THIS SOLICITATION (OR 'REQUEST FOR QUOTATIONS')" FOR MORE SPECIFIC INFORMATION.

[End of provision]

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>SERVICES LINE ITEM</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Contractor shall furnish all the supplies and services to accomplish the tasks specified in Section C "Scope of Work"</p> <p>(End of narrative B001)</p>			<p>\$ _____</p> <p>Est. Cost: Fixed Fee: Total Cost:</p>	<p>\$ _____</p>
0002	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>DATA ITEM</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Technical Data as set forth in Contract Data Requirements List (DD Form 1423) hereinafter referred to as Exhibit A</p> <p>(End of narrative B001)</p>			<p>Not Separately Priced</p>	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-R-L014 MOD/AMD	Page 5 of 41 REPRINT
Name of Offeror or Contractor:		

B.1 ESTIMATED COST, FIXED FEE AND PAYMENT

B.1.1 The estimated cost to the Government for performance of work under the Contract is set forth in Section B. In consideration of performance of the work specified under CLINs 0001 and 0002, the Government will pay the Contractor the Estimated Cost amount shown opposite CLIN 0001. The amount shown shall constitute the estimated cost for the purpose of the Contract Clause entitled "Limitation of Funds", but neither the Government nor the Contractor guarantee the accuracy of said estimate.

B.1.2 The Contractor will be paid the fixed fee stated in Section B opposite CLIN 0001 for the performance of work under the Contract and in accordance with the terms of the Contract clause entitled "Fixed Fee" (Feb 1997), FAR 52.216-8. The fixed fee together with reimbursement of cost shall constitute full and complete consideration for the Contractor's service in connection with the work required and performed under this contract.

B.1.3 Allowable costs shall be determined and payment thereof, shall be provided in accordance with the Contract Clause hereof entitled "Allowable Cost and Payment", (Apr 1984). Contractor may submit public vouchers every two weeks for payment under this Contract.

B.2 INSURANCE:

The cost of insurance premiums is included in the overhead rate and insurance cost included herein shall not be an item for separate reimbursement under this Contract.

B.3 FUNDING

B.3.1 The Government will provide funds under this Contract covering the estimated cost hereof on an incremental basis as provided for in the following funding schedule and pursuant to the Contract clause entitled "Limitation of Funds". It is estimated that the incremental amounts are sufficient for the performance of work in each of the cited periods. The Government may, at its discretion, allot such funds on an incremental basis within each fiscal year. The Contractor shall so plan and execute the work required by this Contract as to expend and/or commit funds compatible with the schedule set forth below. Whenever the Contractor has reason to believe that the funds allotted to this Contract for any cited period are either insufficient or excessive for the performance of work required in that cited period, the Government shall be so notified.

B.3.2 FUNDING SCHEDULE:

<u>PERIOD</u>	<u>AMOUNT</u>
Award through 30 Nov 00	\$
1 Dec 00 through 30 Nov 01	\$
1 Dec 01 through 30 Nov 02	\$
1 Dec 02 through Completion	\$

B.3.3 The amount of funds currently allotted to this contract is \$

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-R-L014 MOD/AMD	Page 6 of 41 REPRINT
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Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.239-4001 YEAR 2000 (Y2K) COMPLIANCE (TACOM)		MAY/1999

- (a) In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall be Year 2000 compliant upon delivery.
- (b) Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, Year 2000 compliant information technology, when used in combination with other information technology, shall accurately process date/time data if the other information technology properly exchanges date/time data with it.
- (c) If this contract contains another provision requiring Y2K compliance, that provision shall take precedence.
- (End of clause)

C.1 BACKGROUND: The U.S. Army Tank Automotive and Armaments Command is currently pursuing technology developments which require advancements in High Energy Density (HED) Capacitors. This need for greater energy storage capability in capacitors is focused to support the Army's Future Combat System (FCS) initiative.

C.2 CAPACITOR DEVELOPMENT: The contractor shall develop, manufacture and test a 25 Kilo Joule (KJ) capacitor with an ED of 2.5 J/CC in support of the Army FCS initiative. These capacitors shall be constructed utilizing the most promising dielectric materials and construction methods to produce a capacitor that balances maximum energy storage and rapid discharge, within a minimum of volume and weight. The capacitors shall be constructed utilizing an advanced polymer/paper dielectric film in its construction.

C.2.1 CAPACITOR DIELECTRIC FILM DEVELOPMENT: The contractor shall conduct laboratory research on advanced dielectric films, which have the potential to increase the energy density of capacitors.

C.2.2 CAPACITOR PERFORMANCE: The capacitors shall meet the performance specification contained at Attachment 1.

C.2.3 CAPACITOR DEVELOPMENT PLAN: The contractor shall present a capacitor development plan for discussion at the Start of Work Meeting (See C.5.1) in accordance with CDRL A005. The Government shall notify the contractor within ten days after the Start of Work Meeting on the acceptability of this capacitor development plan. The development plan shall include a management outline describing how the contractor will manage technical aspects, capacitor testing, funding, and administration issues. The development plan shall place emphasis on the technical development of the dielectric film, capacitor manufacturing process and specifications development, and the performance testing of the capacitors, within the schedule and budget constraints. The contractor shall include, in the development plan, a matrix of the quantity of capacitors to be manufactured and the testing protocol for these capacitors. The development plan shall also describe efforts the contractor will undertake to develop more advanced dielectric films.

C.3 TECHNICAL SUPPORT: The contractor shall provide technical support by attending meetings and briefings, gathering information; and performing technical coordination activities for the purpose of ensuring this effort seamlessly integrates with the pulsed power aspects of the FCS Program. This technical support shall require up to twelve person-days of effort within the principal investigator's local commute. The principal investigator shall also provide technical support outside his local commute in the Baltimore/Aberdeen Md. area. This non-local support shall require up to five trips (two days/trip) of travel. The contractor shall be prepared to present the progress/results of efforts under this SOW at such support meetings.

C.4 REPORTS: The contractor shall provide the following reports.

C.4.1 DELIVERABLES: The contractor shall prepare all deliverables as specified in the applicable Data Item Description (DID), DD Form 1664. The data shall be furnished to the Government in accordance with the DID's quantities and schedules as set forth in the Contract Data Requirements List (CDRL) DD Form 1423. All reports shall be delivered electronically. All presentations shall be delivered in Power Point format. All electronic submissions shall be submitted in a file format compatible with existing Government software. Contact the COTR shown in Section G, FAR 52.242-4016, "Communications" to verify compatible/acceptable file format.

C.4.2 MEETING MINUTES: The contractor shall prepare minutes of all technical meetings in accordance with DI-ADMN-81250A. The technical meeting minutes shall be prepared in contractor format. Meeting minutes shall be delivered to the Government within ten working days after the meeting. These reports shall include task or issue, status, action items, outstanding issues or

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN DAAE07-00-R-L014 MOD/AMD</p>	<p align="center">Page 7 of 41</p> <p align="center">REPRINT</p>
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Name of Offeror or Contractor:

problems and responsible parties.

C.4.3 CONTRACT FUNDS STATUS REPORTS: The contractor shall submit monthly contract funds status reports in accordance with DI-F-6004B.

C.4.4 PROGRESS REPORTS: The contractor shall provide technical progress reports on a quarterly basis, in accordance with DI-MGMT-80555. The technical progress reports shall be prepared in contractor format. The progress reports shall briefly describe significant accomplishments, schedule, and status of work, action items, responsible parties and outstanding issues. This report shall detail information since the last reporting period; and briefly state objectives for the next reporting period. Also, the progress report shall indicate problem areas, which could adversely effect the program technical, schedule or cost elements.

C.4.5 FINAL REPORT: The contractor shall submit a draft technical final report, in accordance with DI-MISC-80711 (T), 950 DAC. The final report shall be prepared in contractor format. The Government will review, comment and return this report to the contractor within sixty working days after contractor submission. The contractor shall update this report by incorporating the Governments comments and returning it to the Government within sixty working days after receipt of the comments. This report shall include but not be limited to; a program summary, prototype and production quantity cost estimates, test results and conclusions/recommendations.

C.4.6 PROCESS SPECIFICATIONS: Concurrent with the technical final report, but as a separate document, the contractor shall submit the process specifications to manufacture the HED capacitors developed under this SOW in accordance with CDRL A006. The process specifications shall be prepared in contractor format. The intent of this process specification is to document the manufacturing processes and engineering specifications for continued capacitor production. The Government will review the specification, provide comments and return to the contractor within sixty working days after contractor submission. The contractor shall update these specifications by incorporating the Governments comments and returning it to the Government within sixty working days after receipt of comments. The process specification shall contain the specifications the contractor has developed to manufacture the HED capacitors. This shall include but not be limited to the following, polymer synthesis and chemistry, resins, catalyst, solutions, details of polymer deposition, die head construction, casting rates, cure/oven conditions, substrate or carrier film specifications, wetting/drying of films, any surfactants with all suppliers proprietary part numbers. The process specifications shall detail all film winding, cutting, metallizing, and soldering of end connections. This specification shall also include details of capacitor can construction, assembly, and impregnation cycling.

C.5 MEETINGS:

C.5.1 START OF WORK: The contractor shall host a start of work meeting at the contractors facility not later than 30 DAC to present their development plan, establish channels of communication, present schedules, and develop the process for resolution of any technical issues. There shall be a maximum of 10 Government attendees at this meeting.

C.5.2 OTHER MEETINGS: Informal meetings to resolve contract or general issues shall be scheduled on an as needed basis.

C.5.3 IN PROCESS REVIEW (IPR): The contractor shall host IPR Meetings. There shall not be more then two IPR's per year. When planning an IPR, a Government determination will be made to conduct the IPR at a Government facility either at The Harry Diamond Laboratory, or at the Army Research Laboratory, both within the Baltimore MD area, or at the contractor facility. It is expected that half the IPR meetings shall be conducted at a Government facility.

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 8 of 41
	PIIN/SIIN DAAE07-00-R-L014	MOD/AMD	REPRINT

Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

D.1 DATA PACKAGING

D.1.1 All data deliverable under this contract shall be packaged in accordance with good commercial practice to assure arrival at destination without loss or damage.

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*** END OF NARRATIVE D001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 9 of 41
	PIIN/SIIN DAAE07-00-R-L014	MOD/AMD	REPRINT

Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

	Regulatory Cite	Title	Date
E-1	52.246-9	INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM)	APR/1984

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-R-L014 MOD/AMD	Page 10 of 41 REPRINT
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Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.247-34	F.O.B. DESTINATION	NOV/1991
F-2	52.242-15	STOP-WORK ORDER (AUG 1989) (ALTERNATE I (APR 1984))	APR/1984
<p>(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--</p>			
<p>(1) Cancel the stop-work order; or</p> <p>(2) Terminate the work covered by the order as provided in the TERMINATION clause of this contract.</p>			
<p>(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if--</p>			
<p>(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and</p>			
<p>(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; <u>provided</u>, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.</p>			
<p>(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.</p>			
<p>(d) If a stop work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.</p> <p>(End of clause)</p>			

F-3	52.227-4002	DATA (SOFTWARE)	APR/1985
(TACOM)			
All data deliverable under this contract shall be delivered in accordance with the quantities and schedules as specified on the Contract Data Requirements List (CDRL) DD Form 1423, and shall be delivered F.O.B. Destination to the following address:			
<p>Commander US Army Tank-automotive and Armaments Command ATTN: (See DD Form 1423, Block 14) Warren, MI 48397-5000</p>			

F.1 PERIOD OF PERFORMANCE

F.1.1 All data deliverable under this contract shall be delivered in accordance with the requirements, quantities and schedule set forth in the Contract Data Requirements List (DD Form 1423), Exhibit "A".

F.1.2 The total period of performance shall commence with the date of contract award and continue for a period of thirty six (36) months.

*** END OF NARRATIVE F001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-R-L014 MOD/AMD	Page 11 of 41 REPRINT
Name of Offeror or Contractor:		

SECTION G - CONTRACT ADMINISTRATION DATA

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	52.242-4016 (TACOM)	COMMUNICATIONS	AUG/1999

Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

Name: Tom Furmaniak
e-mail: furmanit@tacom.army.mil

G-2	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
	(a)	Definition.	

Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

G-3	52.204-7008 (TACOM)	MANDATORY USE OF GOVERNMENT TO GOVERNMENT ELECTRONIC COMMUNICATION	JUN/1999
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(a) All references in the contract to the submission of written documentation shall mean electronic submission. This includes Government to Government data not covered by the Government's Defense Contract Management Command ALERTS Program.

(b) See Section I, clause 52.204-7009, Mandatory Use of Contractor to Government Electronic Mail, for further guidance.

(c) Unless exempted by the Procuring Contracting Officer in writing, all written communication after contract award between Government agencies shall be transmitted electronically.
(End of clause)

G-4	52.232-4005 (TACOM)	INVOICE INFORMATION REQUIREMENT	JAN/1988
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On each payment request submitted, the Contractor shall identify each affected Contract Line Item Number (CLIN), sub-CLIN, and/or work directive, together with the related dollar amounts. This requirement does not diminish or restrict any other requirement of this contract.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-R-L014 MOD/AMD	Page 12 of 41 REPRINT
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Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-2	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
H-3	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-4	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
H-5	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
H-6	252.225-7009	DUTY-FREE-ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	MAR/1998
H-7	252.225-7010	DUTY-FREE ENTRY--ADDITIONAL PROVISIONS	MAR/1998
H-8	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-9	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	SEP/1999
H-10	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	SEP/1996
H-11	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
H-12	252.246-7001	WARRANTY OF DATA	DEC/1991

H-13 252.227-7036 DECLARATION OF TECHNICAL DATA CONFORMITY JAN/1997

(a) All technical data delivered under this contract shall be accompanied by the following written declaration:

The Contractor, _____, hereby declares that, to the best of its knowledge and belief, the technical data delivered herewith under Contract No. DAAE07-_____ are complete, accurate, and comply with all requirements of the contract.

Date	Name and Title of Authorized Official

This written certification shall be dated and the certifying official (identified by name and title) shall be duly authorized to bind the Contractor by the certification.

(b) The Contractor shall identify, by name and title, each individual (official) authorized by the Contractor to certify in writing that the technical data are complete, accurate, and comply with all requirements of the contract. The Contractor hereby authorizes direct contact with the authorized individual responsible for certification of technical data. The authorized individual shall be familiar with the Contractor's technical data conformity procedures and their application to the technical data to be certified and delivered.

(c) Technical data delivered under this contract may be subject to reviews by the Government during preparation and prior to acceptance. Technical data are also subject to reviews by the Government subsequent to acceptance. Such reviews may be conducted as a function ancillary to other reviews, such as in-process reviews or configuration audit reviews.
(End of clause)

H-14 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA SEP/1999

(a) Definitions. The terms used in this clause are defined in the Rights in Technical Data-Noncommercial Items clause of this contract.

(b) Contracts for commercial items--presumption of development at private expense. Under a contract for a commercial item, component, or process, the Department of Defense shall presume that a Contractor's asserted use or release restrictions are justified on the basis that the item, component, or process was developed exclusively at private expense. The Department shall not challenge such assertions unless information the Department provides demonstrates that the item, component, or process was not developed exclusively at private expense.

(c) Justification. The Contractor or subcontractor at any tier is responsible for maintaining records sufficient to justify the validity of its markings that impose restrictions on the Government and others to use, duplicate, or disclose technical data delivered or required to be delivered under the contract or subcontract. Except under contracts for commercial items, the Contractor or subcontractor shall be prepared to furnish to the Contracting Officer a written justification for such restrictive markings in response to a challenge under paragraph (e) of this clause.

(d) Prechallenge request for information.

(1) The Contracting Officer may request the Contractor or subcontractor to furnish a written explanation for any restriction asserted by the Contractor or subcontractor on the right of the United States or others to use technical data. If, upon review of the explanation submitted, the Contracting Officer remains unable to ascertain the basis of the restrictive marking, the Contracting Officer may further request the Contractor or subcontractor to furnish additional information in the records of, or otherwise in the possession of or reasonably available to, the Contractor or subcontractor to justify the validity

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE07-00-R-L014 MOD/AMD</p>	<p style="text-align: center;">Page 13 of 41</p> <p style="text-align: center;">REPRINT</p>
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Name of Offeror or Contractor:

of any restrictive marking on technical data delivered or to be delivered under the contract or subcontract (e.g., a statement of facts accompanied with supporting documentation). The Contractor or subcontractor shall submit such written data as requested by the Contracting Officer within the time required or such longer period as may be mutually agreed.

(2) If the Contracting Officer, after reviewing the written data furnished pursuant to paragraph (d)(1) of this clause, or any other available information pertaining to the validity of a restrictive marking, determines that reasonable grounds exist to question the current validity of the marking and that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer shall follow the procedures in paragraph (e) of this clause.

(3) If the Contractor or subcontractor fails to respond to the Contracting Officer's request for information under paragraph (d)(1) of this clause, and the Contracting Officer determines that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer may challenge the validity of the marking as described in paragraph (e) of this clause.

(e) Challenge.

(1) Notwithstanding any provision of this contract concerning inspection and acceptance, if the Contracting Officer determines that a challenge to the restrictive marking is warranted, the Contracting Officer shall send a written challenge notice to the Contractor or subcontractor asserting the restrictive markings. Such challenge shall-

(i) State the specific grounds for challenging the asserted restriction;

(ii) Require a response within sixty (60) days justifying and providing sufficient evidence as to the current validity of the asserted restriction;

(iii) State that a DoD Contracting Officer's final decision, issued pursuant to paragraph (g) of this clause, sustaining the validity of a restrictive marking identical to the asserted restriction, within the three-year period preceding the challenge, shall serve as justification for the asserted restriction if the validated restriction was asserted by the same Contractor or subcontractor (or any licensee of such Contractor or subcontractor) to which such notice is being provided; and

(iv) State that failure to respond to the challenge notice may result in issuance of a final decision pursuant to paragraph (f) of this clause.

(2) The Contracting Officer shall extend the time for response as appropriate if the Contractor or subcontractor submits a written request showing the need for additional time to prepare a response.

(3) The Contractor's or subcontractor's written response shall be considered a claim within the meaning of the Contract Disputes Act of 1978 (41 U.S.C. 601, et seq.), and shall be certified in the form prescribed at 33.207 of the Federal Acquisition Regulation, regardless of dollar amount.

(4) A Contractor or subcontractor receiving challenges to the same restrictive markings from more than one Contracting Officer shall notify each Contracting Officer of the existence of more than one challenge. The notice shall also state which Contracting Officer initiated the first in time unanswered challenge. The Contracting Officer initiating the first in time unanswered challenge after consultation with the Contractor or subcontractor and the other Contracting Officers, shall formulate and distribute a schedule for responding to each of the challenge notices to all interested parties. The schedule shall afford the Contractor or subcontractor an opportunity to respond to each challenge notice. All parties will be bound by this schedule.

(f) Final decision when Contractor or subcontractor fails to respond. Upon a failure of a Contractor or subcontractor to submit any response to the challenge notice, other than a failure to respond under a contract for commercial items, the Contracting Officer will issue a final decision to the Contractor or subcontractor in accordance with the Disputes clause of this contract pertaining to the validity of the asserted restriction. This final decision shall be issued as soon as possible after the expiration of the time period of paragraph (e)(1)(ii) or (e)(2) of this clause. Following issuance of the final decision, the Contracting Officer will comply with the procedures in paragraphs (g)(2)(ii) through (iv) of this clause.

(g) Final decision when Contractor or subcontractor responds.

(1) If the Contracting Officer determines that the Contractor or subcontractor has justified the validity of the restrictive marking, the Contracting Officer shall issue a final decision to the Contractor or subcontractor sustaining the validity of the restrictive marking, and stating that the Government will continue to be bound by the restrictive marking. This final decision shall be issued within sixty (60) days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE07-00-R-L014 MOD/AMD</p>	<p style="text-align: center;">Page 14 of 41</p> <p style="text-align: center;">REPRINT</p>
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Name of Offeror or Contractor:

(2) (i) If the Contracting Officer determines that the validity of the restrictive marking is not justified, the Contracting Officer shall issue a final decision to the Contractor or subcontractor in accordance with the Disputes clause of this contract. Notwithstanding paragraph (e) of the Disputes clause, the final decision shall be issued within sixty (60) days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor of the longer period that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(ii) The Government agrees that it will continue to be bound by the restrictive marking for a period of ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. The Contractor or subcontractor agrees that, if it intends to file suit in the United States Claims Court it will provide a notice of intent to file suit to the Contracting Officer within ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. If the Contractor or subcontractor fails to appeal, file suit, or provide a notice of intent to file suit to the Contracting Officer within the ninety (90)-day period, the Government may cancel or ignore the restrictive markings, and the failure of the Contractor or subcontractor to take the required action constitutes agreement with such Government action.

(iii) The Government agrees that it will continue to be bound by the restrictive marking where a notice of intent to file suit in the United States Claims Court is provided to the Contracting Officer within ninety (90) days from the issuance of the final decision under paragraph (g)(2)(i) of this clause. The Government will no longer be bound, and the Contractor or subcontractor agrees that the Government may strike or ignore the restrictive markings, if the Contractor or subcontractor fails to file its suit within one (1) year after issuance of the final decision. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, that urgent or compelling circumstances will not permit waiting for the filing of a suit in the United States Claims Court, the Contractor or subcontractor agrees that the agency may, following notice to the Contractor or subcontractor, authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(iv) The Government agrees that it will be bound by the restrictive marking where an appeal or suit is filed pursuant to the Contract Disputes Act until final disposition by an agency Board of Contract Appeals or the United States Claims Court. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, following notice to the Contractor that urgent or compelling circumstances will not permit awaiting the decision by such Board of Contract Appeals or the United States Claims Court, the Contractor or subcontractor agrees that the agency may authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(h) Final disposition of appeal or suit.

(1) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is sustained-

(i) The restrictive marking on the technical data shall be cancelled, corrected or ignored; and

(ii) If the restrictive marking is found not to be substantially justified, the Contractor or subcontractor, as appropriate, shall be liable to the Government for payment of the cost to the Government of reviewing the restrictive marking and the fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Government in challenging the marking, unless special circumstances would make such payment unjust.

(2) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is not sustained-

(i) The Government shall continue to be bound by the restrictive marking; and

(ii) The Government shall be liable to the Contractor or subcontractor for payment of fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Contractor or subcontractor in defending the marking, if the challenge by the Government is found not to have been made in good faith.

(i) Duration of right to challenge. The Government may review the validity of any restriction on technical data, delivered or to be delivered under a contract, asserted by the Contractor or subcontractor. During the period within three (3) years of final payment on a contract or within three (3) years of delivery of the technical data to the Government, whichever is later, the Contracting Officer may review and make a written determination to challenge the restriction. The Government may, however, challenge a restriction on the release, disclosure or use of technical data at any time if such technical data.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-R-L014 MOD/AMD	Page 15 of 41 REPRINT
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Name of Offeror or Contractor:

(1) Is publicly available;

(2) Has been furnished to the United States without restriction; or

(3) Has been otherwise made available without restriction. Only the Contracting Officer's final decision resolving a formal challenge by sustaining the validity of a restrictive marking constitutes "validation" as addressed in 10 U.S.C. 2321.

(j) Decision not to challenge. A decision by the Government, or a determination by the Contracting Officer, to not challenge the restrictive marking or asserted restriction shall not constitute "validation."

(k) Privity of contract. The Contractor or subcontractor agrees that the Contracting Officer may transact matters under this clause directly with subcontractors at any tier that assert restrictive markings. However, this clause neither creates nor implies privity of contract between the Government and subcontractors.

(l) Flowdown. The Contractor or subcontractor agrees to insert this clause in contractual instruments with its subcontractors or suppliers at any tier requiring the delivery of technical data, except contractual instruments for commercial items or commercial components.

(End of clause)

H-15 252.227-7039 PATENTS -- REPORTING OF SUBJECT INVENTIONS

APR/1990

The Contractor shall furnish the Contracting Officer the following:

(a) Interim reports every twelve (12) months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no such inventions.

(b) A final report, within three (3) months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions.

(c) Upon request, the filing date, serial number and title, a copy of the patent application and patent number, and issue data for any subject invention for which the Contractor has retained title.

(d) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(End of clause)

H-16 52.204-4005 REQUIRED USE OF ELECTRONIC COMMERCE
(TACOM)

DEC/1999

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange(EDI).

(b) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: www.tacom.army.mil/acqcen/awd.htm
ACALA: <http://aais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinney: <http://procnet.pica.army.mil/Contracts/Index.htm>
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>
Anniston Army Depot: <http://www.anadprocnet.army.mil>

(c) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(i) The CCR registration, including the EDI 838 Trading Partner Profile, may be done electronically at the World Wide Web (WWW) site: <http://www.ccr2000.com> . In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.

(ii) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at

<p>CONTINUATION SHEET</p>	<p>Reference No. of Document Being Continued</p> <p>PIIN/SIIN DAAE07-00-R-L014 MOD/AMD</p>	<p>Page 16 of 41</p> <p>REPRINT</p>
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Name of Offeror or Contractor:

http://www.acq.osd.mil/ec/ecip/index.htm . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

H-17 52.216-4008 STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS JUN/1989

(TACOM)

The Contractor shall review the funding as it relates to work performed on the cost reimbursement Contract Line Item Numbers (CLINs) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO) and the written determination shall be accomplished within 120 days of completion of performance under the CLIN. The report shall be prepared in terms of dollars available per Purchase Request Order Number (PRON) unless requested otherwise by the PCO.

H-18 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250 APR/2000

(TACOM)

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods, which are listed in descending order of preference:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(810) 574-7788 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet; and

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

[end of clause]

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 17 of 41
	PIIN/SIIN DAAE07-00-R-L014	MOD/AMD	REPRINT

Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>
(End of clause)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	OCT/1995
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-9	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-10	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN/1996
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-12	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-13	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-14	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-15	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-16	52.215-14	INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))	OCT/1997
I-17	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-18	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-19	52.216-7	ALLOWABLE COST AND PAYMENT	APR/1998
I-20	52.216-8	FIXED FEE	MAR/1997
I-21	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/1999
I-22	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-23	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-24	52.222-26	EQUAL OPPORTUNITY	FEB/1999
I-25	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR/1998
I-26	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-27	52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN/1999
I-28	52.223-6	DRUG FREE WORKPLACE	JAN/1997
I-29	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	FEB/2000
I-30	52.227-1	AUTHORIZATION AND CONSENT (ALTERNATE I (JUL 1995))	APR/1984
I-31	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-32	52.227-10	FILING OF PATENT APPLICATIONS--CLASSIFIED SUBJECT MATTER	APR/1984
I-33	52.227-12	PATENT RIGHTS--RETENTION BY THE CONTRACTOR (LONG FORM)	JAN/1997
I-34	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-35	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-36	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-37	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-38	52.232-17	INTEREST	JUN/1996
I-39	52.232-20	LIMITATION OF COST	APR/1984
I-40	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-41	52.232-25	PROMPT PAYMENT	JUN/1997
I-42	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-43	52.233-1	DISPUTES	DEC/1998
I-44	52.233-3	PROTEST AFTER AWARD -- (ALTERNATE I, dated JUN 1985)	AUG/1996
I-45	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-46	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	OCT/1995
I-47	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN/1997
I-48	52.242-13	BANKRUPTCY	JUL/1995
I-49	52.243-2	CHANGES--COST-REIMBURSEMENT (ALTERNATE V (APR 1984))	AUG/1987
I-50	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-51	52.244-2	SUBCONTRACTS (ALT I--AUG 1998)	AUG/1998

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 18 of 41
	PIIN/SIIN DAAE07-00-R-L014	MOD/AMD	REPRINT
Name of Offeror or Contractor:			

	Regulatory Cite	Title	Date
I-52	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-53	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99)	JAN/1986
I-54	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-55	52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP/1996
I-56	52.249-14	EXCUSABLE DELAYS	APR/1984
I-57	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-58	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-59	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-60	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-61	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-62	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	MAR/1999
I-63	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-64	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-65	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-66	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	MAY/1999
I-67	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	MAR/1998
I-68	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	AUG/1998
I-69	252.225-7017	PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF CHINA	FEB/2000
I-70	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
I-71	252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	MAR/1998
I-72	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-73	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	JUN/1995
I-74	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	OCT/1988
I-75	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	FEB/1997
I-76	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS `` (ALTERNATE III (OCT 1997))	OCT/1997

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts of subcontracts for commercial items.

(A) If--

(1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and

(2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN DAAE07-00-R-L014 MOD/AMD</p>	<p align="center">Page 19 of 41</p> <p align="center">REPRINT</p>
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Name of Offeror or Contractor:

which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

- (1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price or recent sales in quantities similar to the proposed quantities.
 - (2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
 - (3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
 - (4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.
- (b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:
- (1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.
 - (2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.
 - (c) Submit the cost portion of the proposal via the following electronic media: 3 1/2 inch disk. File format must be Microsoft Excel 97 or 95 or a file format acceptable to the Contracting Officer. It is also acceptable to deliver the cost data on CD-ROM. Submitted spreadsheets shall contain all formulas or equations used to compute proposal amounts.

(End of clause)

- I-77 52.222-2 PAYMENT FOR OVERTIME PREMIUMS JUL/1990
- (a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work--
- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdown of production equipment, or occasional production bottlenecks of a sporadic nature;
 - (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
 - (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
 - (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--
- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
 - (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
 - (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
 - (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

- I-78 52.223-11 OZONE-DEPLETING SUBSTANCES JUN/1996
- (a) Definition

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE07-00-R-L014 MOD/AMD</p>	<p style="text-align: center;">Page 20 of 41</p> <p style="text-align: center;">REPRINT</p>
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Name of Offeror or Contractor:

Ozone-depleting substance, as used in this clause, means any substance designated as Class I by the Environmental Protection Agency (EPA) (40 CFR Part 82), including but not limited to chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or any substance designated as Class II by EPA (40 CFR Part 82), including but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

(End of clause)

I-79 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS OCT/1998
(a) Definitions.

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O.11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C.4212(a));
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C.793); and
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C.1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

I-80 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

I-81 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION SEP/1999
(a) Definitions. As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-R-L014 MOD/AMD	Page 21 of 41 REPRINT
---------------------------	--	---------------------------------

Name of Offeror or Contractor:

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr2000.com> .
(End of clause)

I-82 252.225-7015 PREFERENCE FOR DOMESTIC HAND OR MEASURING TOOLS DEC/1991
The Contractor agrees to deliver under this contract only hand or measuring tools produced in the United States or its possessions.
(End of clause)

I-83 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA NOV/1995
(a) Definitions.

As used in this clause--

(1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.

(4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;"> PIIN/SIIN DAAE07-00-R-L014 MOD/AMD </p>	<p style="text-align: center;">Page 22 of 41</p> <p style="text-align: center;">REPRINT</p>
<p>Name of Offeror or Contractor:</p>		

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.

(c) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(d) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(e) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM	CONTRACT		
DESCRIPTION	LINE ITEMS	QUANTITY	TOTAL

(f) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-R-L014 MOD/AMD	Page 23 of 41 REPRINT
---------------------------	--	---------------------------------

Name of Offeror or Contractor:

adjust the contract, based on the unauthorized use.

(g) The Contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract, which exceed the small purchase limitation of section 13.000 of the Federal Acquisition Regulation.

(End of clause)

I-84 52.204-7009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATIONS JUN/1999
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in 52.215-4850 in Section L of the solicitation. (See instead 52.213-4859 in Section I of the solicitation for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

(End of clause)

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 001	BASELINE - COMBAT HYBRID POWER SYSTEM PFN CAPACITOR SPECIFICATION			
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (CDRL) (DD FORM 1423)			
Exhibit B	DATA ITEM DESCRIPTION (DD FORM 1664)			

Name of Offeror or Contractor:

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	Regulatory Cite	Title	Date
K-1	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
K-2	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-3	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS--ALTERNATE I (NOV 1999)	MAY/1999
(a)		(1) The standard industrial classification (SIC) code for this acquisition is 8711 .	
		(2) The small business size standard is \$20M.	
		(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.	
		(b) Representations.	
		(1) The offeror represents as part of its offer that it () is,	
		() is not,	
		a small business concern.	
		(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision. The offeror represents, for general statistical purposes, that it () is,	
		() is not,	
		a small disadvantaged business concern as defined in 13 CFR 124.1002.	
		(3) Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision. The offeror represents as part of its offer that it () is,	
		() is not,	
		a women-owned small business concern.	
		(4) Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision. The offeror represents, as part of its offer, that--	
		(i) It ()_is,	
		()_is not	
		a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and	
		(ii) It ()_is,	
		()_is not	
		a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. Enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____. Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.	
		(c) Definitions.	
		"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.	
		"Women-owned small business concern," as used in this provision, means a small business concern--	
		(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and	
		(2) Whose management and daily business operations are controlled by one or more women.	
		(d) Notice.	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-R-L014 MOD/AMD	Page 26 of 41 REPRINT
Name of Offeror or Contractor:		

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

K-4 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN APR/1991
FEDERAL TRANSACTIONS

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement:

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer: and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

K-5 52.204-3 TAXPAYER IDENTIFICATION OCT/1998

(a) Definitions.
Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.
Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN DAAE07-00-R-L014 MOD/AMD</p>	<p align="center">Page 27 of 41</p> <p align="center">REPRINT</p>
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Name of Offeror or Contractor:

31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other:

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

 Name: _____

 TIN: _____

(End of provision)

K-6 52.204-5 WOMEN-OWNED BUSINESS OTHER THAN SMALL BUSINESS MAY/1999

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation. The offeror represents that it ☐ is a women-owned business concern.

(End of Provision)

K-7 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER JUN/1999

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

 (1) Company name.

 (2) Company address.

 (3) Company telephone number.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-R-L014 MOD/AMD	Page 28 of 41 REPRINT
---------------------------	--	---------------------------------

Name of Offeror or Contractor:

- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservices@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

K-8 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, MAR/1996
AND OTHER RESPONSIBILITY MATTERS

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A)() are
() are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B)() have
() have not,

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C)() are
() are not

presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror

() has
() has not,

within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principals, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN A JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to

Name of Offeror or Contractor:

render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K-9 52.215-4 TYPE OF BUSINESS ORGANIZATION OCT/1997
The offeror or respondent, by checking the applicable box, represents that--

- (a) It operates as
- () an individual,

() a partnership,

() a nonprofit organization,

() a joint venture, or

() a corporation, incorporated under the laws of the State of _____

- (b) If the offeror or respondent is a foreign entity, it operates as
- () an individual

() a partnership

() a nonprofit organization

() a joint venture, or

() a corporation, registered for business in (country)_____.
- (End of provision)

K-10 52.215-6 PLACE OF PERFORMANCE OCT/1997

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation,
- () intends

() does not intend
- (Check applicable block)

to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks intends in paragraph (a) of this provision, it shall insert in following spaces the required information:

Place of Performance (Street Address, City, County, State, ZIP code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent.
_____	_____
_____	_____
_____	_____

(End of provision)

K-11 52.215-4010 AUTHORIZED NEGOTIATORS JAN/1998
(TACOM)

Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

PERSONS AUTHORIZED TO NEGOTIATE

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-R-L014 MOD/AMD	Page 30 of 41 REPRINT
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Name of Offeror or Contractor:

NAME	TITLE	TELEPHONE NUMBER

(End of provision)

K-12 52.222-21 PROHIBITION OF SEGREGATED FACILITIES FEB/1999

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between sexes.

(b) The contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in the contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of provision)

K-13 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEB/1999

The offeror represents that--

- (a) It ☐ has
☐ has not

participated in a previous contract or subcontract subject either to the EQUAL OPPORTUNITY clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114:

- (b) It ☐ has
☐ has not

filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

K-14 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APR/1984

The offeror represents that

- (a) It ☐ has developed and has on file,
☐ has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

K-15 252.225-7000 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE SEP/1999

(a) Definitions. "Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications.

(1) The Offeror certifies that-

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products	Line Item Number	Country of Origin
---------------------------------	------------------	-------------------

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products	Line Item Number	Country of Origin (If known)
------------------------------------	------------------	------------------------------

(End of provision)

K-16 252.225-7003 INFORMATION FOR DUTY-FREE ENTRY EVALUATION MAR/1998

(a) Does the offeror propose to furnish-

(1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry; or

(2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry--Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry--Eligible End Products clause of this solicitation?

Yes () No ()

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

Yes () No ()

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE07-00-R-L014 MOD/AMD</p>	<p style="text-align: center;">Page 32 of 41</p> <p style="text-align: center;">REPRINT</p>
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Name of Offeror or Contractor:

(2) Has the duty on such foreign supplies been paid?

Yes () No ()

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty?

\$ _____

(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

(End of provision)

K-17 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA AUG/1992

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

() Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

() Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

K-18 TACOM INVENTION IDENTIFICATION AND DISCLOSURE PROCEDURES APR/1985

The offeror's attention is called to the requirement in the PATENT RIGHTS clause that effective procedures be established and maintained to assure inventions are promptly identified and disclosed and that a copy of such procedures will be furnished to the Contracting Office upon request. The successful offeror may be required to submit its procedures upon contract award.

Date of Contractor's Current Procedures: _____

K-19 52.204-7005 OFFEROR'S DATAFAX NUMBER AND E-MAIL ADDRESS NOV/1996

(TACOM)

(a) If you have a data fax number, please provide it below.

(b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly solicitations, please provide the complete e-mail address below.

K-20 52.223-4002 USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS) DEC/1993

(TACOM)

(a) Definitions.

(1) Class I Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), as amended by a final EPA ruling in the December 10, 1993 issue of the Federal Register. The

Name of Offeror or Contractor:

listing is reproduced below:

- a. chlorofluorocarbon-11 (CFC-11)
- b. chlorofluorocarbon-12 (CFC-12)
- c. chlorofluorocarbon-13 (CFC-13)
- d. chlorofluorocarbon-111 (CFC-111)
- e. chlorofluorocarbon-112 (CFC-112)
- f. chlorofluorocarbon-113 (CFC-113)
- g. chlorofluorocarbon-114 (CFC-114)
- h. chlorofluorocarbon-115 (CFC-115)
- i. chlorofluorocarbon-211 (CFC-211)
- j. chlorofluorocarbon-212 (CFC-212)
- k. chlorofluorocarbon-213 (CFC-213)
- l. chlorofluorocarbon-214 (CFC-214)
- m. chlorofluorocarbon-215 (CFC-215)
- n. chlorofluorocarbon-216 (CFC-216)
- o. chlorofluorocarbon-217 (CFC-217)
- p. halon-1211
- q. halon-1301
- r. halon-2402
- s. carbon tetrachloride
- t. methyl chloroform
- u. methyl bromide
- v. hydrobromofluorocarbons (HBFCs)

w. All isomers of the substances listed in this paragraph (a)(1) except for 1,1,2-trichloroethane, which is an isomer of methyl chloroform.

(2) Directly requires the use of CIODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

(3) Indirectly requires the use of CIODS means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.

(b) Per Section 326 of Public Law 102-484, the Department of Defense cannot award any contract that directly or indirectly requires the use of CIODS unless (i) the use of such substances is essential for contract performance, and (ii) no suitable substitute for the CIODS currently is available.

(c) Before releasing this solicitation, we conducted a best effort review of its technical requirements, standards, and specifications, to see if any contain requirements for CIODS. If we identified any such CIODS requirements, they are identified in subparagraph (d)(1) below.

(1) In addition, to help TACOM meet its obligations under Public Law 102-484, we ask you for input. If you have any special knowledge about any CIODS requirements that our specifications impose, whether directly or indirectly, or if you know about potential substitutes for any CIODS required by our specifications, we would appreciate the information.

(2) It should be understood that you are not obligated to give us the information requested by this provision, and that we cannot provide any separate or special payment for doing so. However, we are asking only for information based on knowledge that is readily available to you as a supplier in this industry. We do not expect you to do any review of our specifications more extensive than the one you perform in order to develop your price.

(d) Please summarize your own review of our specification/technical data package, by completing the following:

- (1) During our review of the specification or technical data package in this solicitation, we--
 - () have
 - () have not

found any direct requirements to use any CIODS. (If have is checked above, offerors are asked to identify, on the following lines, (i) the specifications and standards for this acquisition that directly require the use of CIODS; (ii) the CIODS required by the listed specifications and standards; and (iii) whether any substitutes are known to be available for the listed CIODS.)

Spec/Standard	Required CIODS	Substitute Available?
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(2) Further, in our review of the specification or technical data package in this solicitation, we--

- () have
- () have not

found any indirect requirements to use any CIODS. (Offerors who check have above are asked to identify, on the following lines, (i) the specifications and standards for this acquisition that indirectly require the use of CIODS; (ii) the CIODS indirectly required by each listed specification and standard; and (iii) whether any substitutes are known to be available for the listed CIODS.)

Spec/Standard	Required CIODS	Substitute
		Available?

(e) Offerors who check have in paragraphs (d)(1) or (2) above also are requested to say whether substitutes are known to be available for any of the CIODS. If an available substitute would perform less well than the CIODS would perform, please let us know what the technical trade-offs are to the extent that you have such information available.

(f) If you checked have in paragraphs (d)(1) or (2) above, and also indicated that substitutes for CIODS are available, we need to know whether use of the suggested substitute would have any effect on your proposed price. If your proposal price for compliance with our current specifications differs from what your price would be if the substitute for CIODS were required, we ask that you let us know what the difference would be in Section B of this solicitation, by giving us two prices or offers:

--One price/offer, labeled with CIODS, will be the offered price in the event that CIODS are used.

--The second price/offer, labeled without CIODS, will be the price offered if substitutes for CIODS are used, and will specify the substitute(s) being proposed for use.

(g) Section 326 of Public Law 102-484 reflects the national and international interest in minimizing the use of CIODS. For this reason, TACOM reserves the right to (i) determine the suitability of substitutes for CIODS when such potential substitutes are available; and (ii) change the specification in any contract awarded as a result of this solicitation, to require the use of suitable substitutes in lieu of CIODS.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-R-L014 MOD/AMD	Page 35 of 41 REPRINT
---------------------------	--	---------------------------------

Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: N/A

(End of provision)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	DEC/1999
L-2	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-3	52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR/1991
L-4	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITIONS (ALTERNATE I (OCT 1997) AND ALTERNATE II (OCT 1997))	FEB/2000
L-5	52.215-16	FACILITIES CAPITAL COST OF MONEY	OCT/1997
L-6	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW	FEB/1999
L-7	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
L-8	252.209-7003	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	MAR/1998
L-9	52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (ALTERNATE III, OCT 1997)	OCT/1997

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting officer.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-R-L014 MOD/AMD	Page 36 of 41 REPRINT
--------------------	---	--------------------------

Name of Offeror or Contractor:

15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: 3 1/2 inch disk. File format must be Microsoft Excel 97 or 95 or a file format acceptable to the Contracting Officer. It is also acceptable to deliver the cost data on CD-ROM. Submitted spreadsheet files contain all formulas or equations used to compute the proposed amounts.

(End of Provision)

L-10 52.216-1 TYPE OF CONTRACT APR/1984

The Government contemplates award of a cost plus fixed fee contract resulting from this solicitation.

(End of provision)

L-11 52.233-2 SERVICE OF PROTEST AUG/1996

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

U.S. Army Tank-automotive and Armaments Command
ATTN: AMSTA-AQ, Protest Coordinator
Warren, MI 48397-5000

or

HQ, Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001
Facsimile number (703) 617-5680/617-4999
Voice number (703) 617-8176

The AMC-Level protest procedures are found at:

www.amc.army.mil/amc/command_counsel/protest/protest.html

If Internet access is not available, contact the Contracting Officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

Telegraphic transmission of protest will not be authorized, unless specifically approved by the PCO.

(b) The copy of any protest shall be received in the U.S. Army Tank-automotive and Armaments Command office designated above within one day of filing a protest with the GAO.

(End of provision)

L-12 52.233-4001 HQ-AMC LEVEL PROTEST PROCEDURES MAY/1998
(TACOM)

(a) Policy:

A protest to an AMC forum is a protest to the agency, within the meaning of FAR 33.103. The HQ, AMC-Level Protest Program is intended to encourage an interested party to seek resolution of its concerns within AMC, rather than filing a protest with the General Accounting Office (GAO), or other external forum.

(b) Agency Protest:

An AMC Protest may be filed with either, but not both:

1. the contracting officer designated in the solicitation for resolution of protests, or,
2. HQ, AMC at the address designated below.

(c) Election of Forum:

After an interested party protests an AMC procurement to HQ, AMC and while that protest is pending, the protestor agrees not to file a protest with the GAO, or other external forum. If the protestor has filed a protest with the GAO, or other external forum, HQ, AMC-Level protest procedures may not be used and any protest that has been filed will be dismissed.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-R-L014 MOD/AMD	Page 37 of 41 REPRINT
Name of Offeror or Contractor:		

(d) Protest Decision Authority:

The AMC Command Counsel is designated as the HQ, AMC Protest Decision Authority. In the absence of the Command Counsel, the Deputy Command Counsel is designated as the HQ, AMC Protest Decision Authority.

(e) Time for Filing a Protest:

HQ, AMC protest shall be filed in accordance with the timeframes set out in FAR 33.103(e). HQ, AMC Office Hours are 8:00 am--4:30 pm Eastern Time. Time for filing any document expires at 4:30 pm, Eastern Time on the last day on which such filing may be made.

(f) Form of Protest:

HQ, AMC protest shall include the protestor's name, address and telephone number, including fax number; the solicitation or contract number, identity of the contracting activity and the contracting officer's name; a statement of all legal and factual grounds for protest, including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protestor.

(g) Processing of HQ, AMC-Level Protests

(1) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Ave.
Alexandria, VA 22333-0001

If you have a web browser, you can use the following HTTP to view the complete AMC-level protest procedures:
www.amc.army.mil/amc/command_counsel/protest.html

(2) Within 10 working days after the protest is filed, the Contracting Officer, with the assistance of legal counsel, shall file with the HQ, AMC Office of Command Counsel, ATTN: AMCCC-PL, an administrative report responsive to the protest. Reports shall be sent by facsimile, over-night mail or hand-delivered, to ensure timely receipt.

(3) The HQ, AMC Protest Decision Authority will issue a written decision within 20 working days after the filing of the protest.

(4) The written decision will be binding on the Army Materiel Command and its contracting activities.

(5) For good cause shown, the HQ, AMC Protest Decision Authority may grant extensions of time for filing the administrative report and for the issuance of the written decision. When such an extension is granted, the protestor and all interested parties shall be notified within 1 working day of the decision to grant the extension.

(h) Effect of Protest on Award and Performance:

(1) Protests before award: When a protest is filed with HQ, AMC prior to award, a contract may not be awarded unless authorized by the Assistant Deputy Chief of Staff (ADCS) for Acquisition, Contracting and Production Management, HQ, AMC, in accordance with FAR 33.103(f).

(2) Protests after award: When a protest is filed with HQ, AMC within 10 calendar days after award, or within five calendar days of debriefing for any debriefing that when requested was required by FAR 15.806, the contracting officer shall suspend performance. The HQ, AMC ADCS for Acquisition, Contracting and Production Management may authorize contract performance, notwithstanding the protest, upon a written finding that:

-- contract performance will be in the best interests of the United States; or

-- urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision from the HQ, AMC Protest Decision Authority.

(i) Remedies:

The HQ, AMC Protest Decision Authority may grant any one or combination of the following remedies:

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE07-00-R-L014 MOD/AMD</p>	<p style="text-align: center;">Page 38 of 41</p> <p style="text-align: center;">REPRINT</p>
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Name of Offeror or Contractor:

- a. terminate the contract;
- b. re-compete the requirement;
- c. issue a new solicitation;
- d. refrain from exercising options under the contract;
- e. award a contract consistent with statute and regulation;
- f. pay appropriate costs as stated in FAR 33.102(b)(2); and
- g. such other remedies as HQ, AMC Protest Decision Authority determines necessary to correct a defect.

L-13 52.204-7011 ELECTRONIC COMMERCE REQUIREMENTS JUL/1999
(TACOM)

(a) Electronic Commerce requirements are specified in the clause entitled "REQUIRED USE OF ELECTRONIC COMMERCE (EC)" in Section H of this solicitation.

(b) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (810) 574-7225.

(c) Additional help is also available to small businesses from Government funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is also at the following site: <http://www.ecrc.ctc.com> .

(End of provision)

L-14 52.215-4003 HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES SEP/1999
(TACOM) (NON-US POSTAL SERVICE MAIL)

(a) All handcarried offers must be in electronic format in accordance with the instructions contained elsewhere in Section L of this solicitation.

(b) Handcarried offers, including offers delivered by express delivery services, shall be submitted to the depository at:

US Army Tank-automotive and Armaments Command
Acquisition Center
Bid Lobby - Building 231, AMSTA-CM-CDD
East 11 Mile Road
Warren, MI. 48397-0001

(c) Offers shall not be addressed to an individual buyer. All offers must be addressed to the Bid Lobby at the above address.

(d) The external delivery envelope or wrapper must be marked with the solicitation number, the specific electronic medium on which the proposal is contained (i.e., 3 1/2" floppy disk, zip disk, CD ROM), and the date and time of the bid opening or closing. Each envelope should contain only one offer.

(e) Directions to the TACOM Bid Lobby: From Van Dyke Avenue, travel westbound on 11 Mile Road; enter the first Arsenal gate immediately west of the railroad tracks on the north side of the street. Take an immediate right and enter the parking lot of the security building. Go into the security building and ask the guard for a bid lobby pass. Exit the security building parking lot by taking a right and then an immediate left. After about 100 feet, take another left and an immediate right into the building 231 parking lot. Find a visitor parking space and enter the building. Signs will direct you to the bid lobby.

(f) Business hours for the Bid Lobby are from 7:30 AM until 4:00 PM, Monday through Friday. All handcarried offers must be time-stamped by a Bid Lobby employee during business hours.

(g) Handcarried offers not addressed as directed above, which do not reach the Bid Lobby on time for the scheduled solicitation opening or closing, shall be determined to be late in accordance with FAR provision 52.215-1, Instructions to Offerors--Competitive Acquisitions, or FAR 52.214-7, Late Submissions, Modifications, and Withdrawals of Bids.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-R-L014 MOD/AMD	Page 39 of 41 REPRINT
Name of Offeror or Contractor:		

L-15 52.215-4850 ELECTRONIC OFFERS REQUIRED IN RESPONSE TO THIS SOLICITATION MAR/2000
(TACOM)

1. You must submit your offer via paperless electronic media (See Paragraph 2 below.). Offers submitted in paper form are unacceptable. You must submit your electronic offer, and any supplemental information (such as spreadsheets, backup data, and technical information), using any of the following electronic formats:

(i) Files readable using these Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.

(ii) Files in Adobe PDF (Portable Document Format).

(iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic offer and be accessible offline.

(iv) Other electronic formats. Before preparing your offer in any other electronic format, please e-mail the buyer identified in Block 10 of the solicitation cover sheet (Government Standard Form 33), with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the closing date. Failure to e-mail the buyer within this timeframe to seek an alternate format's acceptability may result in rejection of your offer. All alternate methods must be at no cost to the Government.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

2. Acceptable media: You must submit your offer via 100 megabyte Zip*-disk, or 3 1/2 inch disk, or 650 megabyte CD ROM, E-mail, or datafax. Identify the software application, and version, that you used to create each file submitted. The word "datafax" used in this clause means "facsimilie" as defined at FAR 52.215-5.

(a) 100 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier. Offerors shall label any and all submitted disks with the solicitation number and closing date, and the offeror's name and address and contact phone number. Envelopes containing disks must be labeled per FAR 52.215-1(c), found within the provision, "Instructions to Offerors--Competitive Acquisition", listed in Section L. Your attention is also called to the entirety of that provision--all contained therein is applicable to paperless electronic offers. In the event of multiple submitted offers, place each offer/submission on its own disk(s)(one offer can comprise multiple disks). You must also submit only one offer/submission per envelope. Notwithstanding language in Block 9 of the SF 33 cover sheet of this solicitation that may state otherwise, submit ONLY ONE (1) of each disk (no additional copies required).

(b) E-MAIL. If you choose to use e-mail, address your offer to offers@tacom.army.mil. DO NOT E-MAIL OFFERS TO THE BUYER. THE SUBJECT LINE OF THE E-MAIL MUST READ: "OFFER--[solicitation number], [name of Company/offeror], CLOSES [closing date]". Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages for each offer/submission, however, you must annotate the subject lines as described above for each message, and number them in this manner: "Message 1 of 3, 2 of 3, 3 of 3".

(c) DATAFAX. Faxed offers MUST BE SENT TO TACOM'S NETWORK FAX SERVER ON 1-810-574-7788. Paper faxes are not acceptable. Transmit only one offer for each datafax transaction. Clearly identify the offer as such on your fax cover page or via your PC, include your company's name, and state the proper internal TACOM address: offers@tacom.army.mil. Offerors may send a fax using a personal computer or standalone fax machine, but it must be sent to the above number. If you use a standalone fax machine, you won't receive a confirmation of receipt. See paragraph 5 below for the minimum requirements of your offer. Maximum size of datafax offers is three and one-half megabytes (3.5MB), the same limitation as that for e-mail offers. For your datafax, use the same subject line as that for e-mails as indicated above: "OFFER--[solicitation number], [name of your Company/offeror], CLOSES [closing date]".

Please select only one medium by which to transmit each offer. For instance, do not submit an offer via 100 megabyte Zip*-disk AND e-mail.

3. Lateness rules for submitted disks, e-mail, or datafax submissions are outlined in FAR 52.215-1, "Instructions to Offerors--Competitive Acquisition", listed in Section L of this solicitation. Pay particular attention to paragraph (c)(3) of that clause as it relates to the timing of e-mail or datafax submissions.

4. Security Note: If you choose to password-protect access to your offer, you must provide the password to TACOM before the closing date. Contact the buyer identified in Block 10 of the SF33 solicitation cover sheet to arrange a means of providing it. Passwords used only for the purpose of write protecting files need not be provided.

5. Electronic offers must include, as a minimum:

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN DAAE07-00-R-L014 MOD/AMD</p>	<p align="center">Page 40 of 41</p> <p align="center">REPRINT</p>
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Name of Offeror or Contractor:

(a) The SF33 cover sheet filled out. SIGNATURE: For offers submitted via disk or CD ROM per 2(a) above, this SF 33 cover sheet must be signed and included electronically in your disk or CD. Clearly label the disc/CD ROM as described in paragraph 2(a) above, adding the name and title of the signer authorizing your company, your company name, and then sign the LABEL itself. Datafaxed offers also must include a signed SF 33 cover sheet. Authentication for e-mailed offers is verified by the offeror's return e-mail address.

(b) All applicable fill-in provisions from Sections A, B, F, and K of this solicitation. You may find Word versions of Section K provisions requiring your fill-in on our TACOM Business Opportunities webpage (<http://contracting.tacom.army.mil/mastersol/sectionk.htm>). You can fill them in and attach them to your offer. See the solicitation for which provisions are required. Also, Section E provisions filled in (if applicable): Inspection Point: Origin, TACOM clause 52.246-4028. All applicable fill-ins must be completed and submitted by the offeror.

(c) A statement of agreement to all the terms, conditions, and provisions of this solicitation.

(d) Any other information required by the solicitation.

6. Please see FAR 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers.

7. Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which DO reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable" per paragraph 6 above.

*Registered trademark

(end of provision)

L-16	52.219-4003	HELP FOR SMALL, DISADVANTAGED AND WOMAN-OWNED FIRMS	JUN/1997
	(TACOM)		

(a) Procurement Technical Assistance Centers (PTACs).

The Federal Government has established over 100 PTACs around the nation to help small vendors do business with the Defense Department and other Government agencies. PTACs offer most of their services FREE OF CHARGE.

(b) PTACs provide their clients with...

- marketing advice
- information on sales opportunities and partnering prospects
- help with preparing offers
- matching your firm's services and products to Government requirements
- copies of Government specifications (sometimes for a fee)
- post-award guidance
- referrals to other business assistance resources
- newsletters, which typically discuss Government policy changes and upcoming seminars and trade fairs

(c) To find the PTAC nearest you, visit <http://www.dla.mil.ddas.default.htm> on the World Wide Web.

L-17	52.233-4000	NOTICE REGARDING TACOM OMBUDSPERSON AND AMC-LEVEL PROTEST PROGRAM	AUG/1999
	(TACOM)		

(a) At the Tank-automotive and Armaments Command (TACOM) we have an ombudsperson office, which builds an extra communication avenue that our contractors can use.

(b) If you think that this solicitation contains inappropriate requirements, needs streamlining, or should be changed, you should first contact the buyer or the Procuring Contracting Officer (PCO).

(c) The buyer's name and phone number are on the cover page (SF 1449) of this solicitation in block number 7.

(d) If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsperson's Office. Our Ombudsperson is Ms. LaRuth Shepherd. Her address, e-mail and phone number are:

U.S. Army TACOM
AMSTA-CM-PY (Ms. Shepherd)
Warren, MI 48397-5000

shepher1@cc.tacom.army.mil

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-R-L014 MOD/AMD	Page 41 of 41 REPRINT
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Name of Offeror or Contractor:

(810) 574-6597 or 6547

(e) If you contact Ms. Shepherd, please provide her with the following information:

- i. TACOM solicitation number;
- ii. Name of PCO;
- iii. Problem description;
- iv. Summary of your discussions with the buyer/PCO.

(f) Another avenue you can use, if you wish to protest some feature of this acquisition, is to protest to TACOM's headquarters, the Army Materiel Command. The AMC-level protest program encourages interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during an AMC-level protest to the same extent, and within the same time periods, as would apply to a protest filed with the GAO. The AMC program has a goal of resolving protests within 20 working days from the date of filing. To be timely, AMC-level protests must be filed within the periods specified in subpart 33.103 of the Federal Acquisition Regulation.

(g) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Ave.
Alexandria, VA 22333-0001

voice phone: (703)-617-8176
fax phone: (703)-617-4999 or 5680.

If you have a web-browser, you can use the following HTTP to view the complete AMC-level protest procedures:

www.amc.army.mil/amc/command_counsel/protest/protest.html

PIIN/SIIN DAAE07-00-R-L014

MOD/AMD

SECTION A - SUPPLEMENTAL INFORMATION

AUTO/DEL	AS6047	TACOM	01-MAR-98	EXECUTIVE SUMMARY - COST-TYPE SOLICITATION
AUTO	AS7311	52.204-4006 (TACOM)	01-APR-99	TACOM'S ACQUISITION CENTER HOME PAGE ON THE WORLD-WIDE WEB
AUTO	AS7101	52.204-4007 (TACOM)	01-JUL-99	EXECUTIVE SUMMARY--REQUIRED USE OF ELECTRONIC COMMERCE
AUTO	AS7854	52.215-4854	01-APR-99	PAPERLESS ELECTRONIC RESPONSES REQUIRED IN RESPONSE TO THIS SOLICITATION/REQUEST

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

AUTO	CS7200	52.239-4001 (TACOM)	01-MAY-99	YEAR 2000 (Y2K) COMPLIANCE
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SECTION E - INSPECTION AND ACCEPTANCE

ADDED	EF0208	52.246-9	01-APR-84	INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM)
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SECTION F - DELIVERIES OR PERFORMANCE

ADDED	FF0010	52.247-34	01-NOV-91	F.O.B. DESTINATION
AUTO	FF7133	52.242-15	01-APR-84	STOP-WORK ORDER (AUG 1989) (ALTERNATE I (APR 1984))
ADDED	FS7515	52.227-4002 (TACOM)	01-APR-85	DATA (SOFTWARE)

SECTION G - CONTRACT ADMINISTRATION DATA

CHANGED	GS6651	52.242-4016 (TACOM)	01-AUG-99	COMMUNICATIONS
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Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

Name: Tom Furmaniak
e-mail: furmanit@tacom.army.mil

ADDED	GA7811	252.201-7000	01-DEC-91	CONTRACTING OFFICER'S REPRESENTATIVE
ADDED	GS7411	52.232-4005 (TACOM)	01-JAN-88	INVOICE INFORMATION REQUIREMENT
AUTO	GS7001	52.204-7008 (TACOM)	01-JUN-99	MANDATORY USE OF GOVERNMENT TO GOVERNMENT ELECTRONIC COMMUNICATION

SECTION H - SPECIAL CONTRACT REQUIREMENTS

ADDED	HA0803	252.204-7000	01-DEC-91	DISCLOSURE OF INFORMATION
AUTO	HA0804	252.205-7000	01-DEC-91	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS
AUTO	HA0873	252.231-7000	01-DEC-91	SUPPLEMENTAL COST PRINCIPLES

PIIN/SIIN DAAE07-00-R-L014

MOD/AMD

AUTO	HA0871	252.246-7000	01-DEC-91	MATERIAL INSPECTION AND RECEIVING REPORT
AUTO	HA0853	252.225-7001	01-MAR-98	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM
AUTO	HA0805	252.246-7001	01-DEC-91	WARRANTY OF DATA
ADDED	HA0870	252.204-7002	01-DEC-91	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED
AUTO	HA0830	252.225-7002	01-DEC-91	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS
AUTO	HA0809	252.242-7004	01-SEP-96	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM
AUTO	HA0818	252.225-7009	01-MAR-98	DUTY-FREE-ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)
AUTO	HA0816	252.225-7010	01-MAR-98	DUTY-FREE ENTRY--ADDITIONAL PROVISIONS
ADDED	HA0823	252.235-7011	01-SEP-99	FINAL SCIENTIFIC OR TECHNICAL REPORT
AUTO	HA7390	252.227-7036	01-JAN-97	DECLARATION OF TECHNICAL DATA CONFORMITY
AUTO	HA7392	252.227-7037	01-SEP-99	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA
ADDED	HA7751	252.227-7039	01-APR-90	PATENTS -- REPORTING OF SUBJECT INVENTIONS
AUTO	HS7101	52.204-4005 (TACOM)	01-DEC-99	REQUIRED USE OF ELECTRONIC COMMERCE
ADDED	HS7130	52.216-4008 (TACOM)	01-JUN-89	STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS
AUTO	HS7301	52.246-4026 (TACOM)	01-APR-00	LOCAL ADDRESSES FOR DD FORM 250
SECTION I - CONTRACT CLAUSES				
AUTO	IF0001	52.202-1	01-OCT-95	DEFINITIONS
AUTO	IF0076	52.222-1	01-FEB-97	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
AUTO	IF0062	52.226-1	01-FEB-00	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES
AUTO	IF0343	52.227-1	01-APR-84	AUTHORIZATION AND CONSENT (ALTERNATE I (JUL 1995))
AUTO	IF0136	52.233-1	01-DEC-98	DISPUTES
AUTO	IF0140	52.242-1	01-APR-84	NOTICE OF INTENT TO DISALLOW COSTS
AUTO	IF0651	52.253-1	01-JAN-91	COMPUTER GENERATED FORMS
ADDED	IF0006	52.204-2	01-AUG-96	SECURITY REQUIREMENTS
AUTO	IF0022	52.215-2	01-JUN-99	AUDIT AND RECORDS - NEGOTIATIONS
AUTO	IF0334	52.227-2	01-AUG-96	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
ADDED	IF0113	52.230-2	01-APR-98	COST ACCOUNTING STANDARDS
AUTO	IF0158	52.243-2	01-AUG-87	CHANGES--COST-REIMBURSEMENT (ALTERNATE V (APR 1984))
AUTO	IF0163	52.244-2	01-AUG-98	SUBCONTRACTS (ALT I--AUG 1998)

PIIN/SIIN		DAAE07-00-R-L014		MOD/AMD
AUTO	IF0004	52.203-3	01-APR-84	GRATUITIES
AUTO	IF0350	52.233-3	01-AUG-96	PROTEST AFTER AWARD -- (ALTERNATE I, dated JUN 1985)
AUTO	IF0732	52.242-3	01-OCT-95	PENALTIES FOR UNALLOWABLE COSTS
AUTO	IF0772	52.204-4	01-JUN-96	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER
ADDED	IF0733	52.242-4	01-JAN-97	CERTIFICATION OF INDIRECT COSTS
AUTO	IF0005	52.203-5	01-APR-84	COVENANT AGAINST CONTINGENT FEES
AUTO	IF0166	52.244-5	01-DEC-96	COMPETITION IN SUBCONTRACTING
AUTO	IF0174	52.245-5	01-JAN-86	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99)
AUTO	IF0165	52.203-6	01-JUL-95	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
AUTO	IF0964	52.209-6	01-JUL-95	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
AUTO	IF0295	52.223-6	01-JAN-97	DRUG FREE WORKPLACE
ADDED	IF0114	52.230-6	01-NOV-99	ADMINISTRATION OF COST ACCOUNTING STANDARDS
AUTO	IF0246	52.249-6	01-SEP-96	TERMINATION (COST-REIMBURSEMENT)
AUTO	IF0008	52.203-7	01-JUL-95	ANTI-KICKBACK PROCEDURES
AUTO	IF0035	52.216-7	01-APR-98	ALLOWABLE COST AND PAYMENT
AUTO	IF0106	52.228-7	01-MAR-96	INSURANCE--LIABILITY TO THIRD PERSONS
AUTO	IF0161	52.243-7	01-APR-84	NOTIFICATION OF CHANGES
AUTO	IF0314	52.203-8	01-JAN-97	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
AUTO	IF0276	52.215-8	01-OCT-97	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
ADDED	IF0036	52.216-8	01-MAR-97	FIXED FEE
AUTO	IF0069	52.219-8	01-OCT-99	UTILIZATION OF SMALL BUSINESS CONCERNS
AUTO/DEL	IF0070	52.219-9	01-OCT-99	SMALL BUSINESS SUBCONTRACTING PLAN
ADDED	IF0124	52.232-9	01-APR-84	LIMITATION ON WITHHOLDING OF PAYMENTS
AUTO	IF0723	52.203-10	01-JAN-97	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
AUTO	IF0027	52.215-10	01-OCT-97	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
ADDED	IF0366	52.227-10	01-APR-84	FILING OF PATENT APPLICATIONS--CLASSIFIED SUBJECT MATTER
AUTO	IF0023	52.203-12	01-JUN-97	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
AUTO	IF0029	52.215-12	01-OCT-97	SUBCONTRACTOR COST OR PRICING DATA
ADDED	IF0372	52.227-12	01-JAN-97	PATENT RIGHTS--RETENTION BY THE CONTRACTOR (LONG FORM)
AUTO/DEL	IF0011	52.225-13	01-FEB-00	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
AUTO/DEL	IF0098	52.225-13	01-FEB-00	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES

PIIN/SIIN DAAE07-00-R-L014

MOD/AMD

AUTO	IF0142	52.242-13	01-JUL-95	BANKRUPTCY
ADDED	IF0832	52.215-14	01-OCT-97	INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))
AUTO	IF0257	52.249-14	01-APR-84	EXCUSABLE DELAYS
AUTO/DEL	IF0777	52.219-16	01-JAN-99	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN
AUTO	IF0128	52.232-17	01-JUN-96	INTEREST
ADDED	IF0086	52.215-18	01-OCT-97	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
ADDED	IF0451	52.215-19	01-OCT-97	NOTIFICATION OF OWNERSHIP CHANGES
AUTO	IF0081	52.222-20	01-DEC-96	WALSH-HEALEY PUBLIC CONTRACTS ACT
AUTO	IF0129	52.232-20	01-APR-84	LIMITATION OF COST
AUTO	IF0133	52.232-23	01-JAN-86	ASSIGNMENT OF CLAIMS
AUTO	IF0226	52.246-23	01-FEB-97	LIMITATION OF LIABILITY
AUTO	IF0362	52.232-25	01-JUN-97	PROMPT PAYMENT
AUTO	IF0082	52.222-26	01-FEB-99	EQUAL OPPORTUNITY
AUTO	IF0703	52.232-33	01-MAY-99	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION
AUTO	IF0085	52.222-35	01-APR-98	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
AUTO	IF0087	52.222-36	01-JUN-98	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
AUTO	IF0088	52.222-37	01-JAN-99	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
AUTO	IA0893	252.209-7000	01-NOV-95	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY
AUTO	IA0897	252.215-7000	01-DEC-91	PRICING ADJUSTMENTS
AUTO	IA0408	252.244-7000	01-FEB-97	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)
AUTO	IA0280	252.203-7001	01-MAR-99	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT- RELATED FELONIES
ADDED	IA0888	252.215-7002	01-OCT-98	COST ESTIMATING SYSTEM REQUIREMENTS
AUTO	IA0821	252.204-7003	01-APR-92	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT
AUTO/DEL	IA0872	252.219-7003	01-APR-96	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)
AUTO	IA0222	252.209-7004	01-MAR-98	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98
ADDED	IA0936	252.223-7004	01-SEP-88	DRUG-FREE WORK FORCE
AUTO	IA0015	252.211-7005	01-MAR-99	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS
AUTO	IA0828	252.225-7012	01-MAY-99	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES

PIIN/SIIN DAAE07-00-R-L014

MOD/AMD

AUTO	IA0885	252.225-7014	01-MAR-98	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)
ADDED	IA0619	252.227-7014	01-JUN-95	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION
AUTO	IA0829	252.225-7016	01-AUG-98	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS
AUTO	IA0017	252.225-7017	01-FEB-00	PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF CHINA
AUTO	IA0852	252.225-7025	01-JUN-97	RESTRICTION ON ACQUISITION OF FORGINGS
AUTO	IA0812	252.225-7026	01-MAR-98	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES
AUTO	IA0379	252.227-7030	01-OCT-88	TECHNICAL DATA--WITHHOLDING OF PAYMENT
AUTO	IA0654	252.225-7031	01-JUN-92	SECONDARY ARAB BOYCOTT OF ISRAEL

AUTO/CHANGE IF6077 52.222-2 01-JUL-90 PAYMENT FOR OVERTIME PREMIUMS

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work--

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdown of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

AUTO/CHANGE IF6215 52.215-21 01-OCT-97 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS ````(ALTERNATE III (OCT 1997))

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts of subcontracts for commercial items.

(A) If--

(1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and

PIIN/SHIN DAAE07-00-R-L014

MOD/AMD

(2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price or recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: 3 1/2 inch disk. File format must be Microsoft Excel 97 or 95 or a file format acceptable to the Contracting Officer. It is also acceptable to deliver the cost data on CD-ROM. Submitted spreadsheets shall contain all formulas or equations used to compute proposal amounts.

(End of clause)

AUTO	IF7238	52.244-6	01-OCT-98	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS
AUTO	IF7262	52.252-6	01-APR-84	AUTHORIZED DEVIATIONS IN CLAUSES
AUTO	IF7405	52.223-11	01-JUN-96	OZONE-DEPLETING SUBSTANCES
AUTO	IA7622	252.204-7004	01-SEP-99	REQUIRED CENTRAL CONTRACTOR REGISTRATION
AUTO	IA7809	252.225-7015	01-DEC-91	PREFERENCE FOR DOMESTIC HAND OR MEASURING TOOLS
AUTO	IA7807	252.247-7023	01-NOV-95	TRANSPORTATION OF SUPPLIES BY SEA
AUTO	IS7002	52.204-7009 (TACOM)	01-JUN-99	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

AUTO	KA0221	252.209-7001	01-MAR-98	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98
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PIIN/SHIN DAAE07-00-R-L014

MOD/AMD

AUTO KA0298 252.227-7028 01-JUN-95 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT

AUTO/CHANGE KF6230 52.219-1 01-MAY-99 SMALL BUSINESS PROGRAM REPRESENTATIONS--ALTERNATE I (NOV 1999)

(a)

(1) The standard industrial classification (SIC) code for this acquisition is 8711 .

(2) The small business size standard is \$20M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it () is,
() is not,

a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision. The offeror represents, for general statistical purposes, that it () is,
() is not,

a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision. The offeror represents as part of its offer that it () is,
() is not,

a women-owned small business concern.

(4) Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision. The offeror represents, as part of its offer, that--

(i) It ()_is,
()_is not

a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ()_is,
()_is not

a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. Enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____. Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

PIIN/SIIN DAAE07-00-R-L014

MOD/AMD

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

AUTO	KF7070	52.204-3	01-OCT-98	TAXPAYER IDENTIFICATION
AUTO	KF7007	52.215-4	01-OCT-97	TYPE OF BUSINESS ORGANIZATION
AUTO	KF7730	52.204-5	01-MAY-99	WOMEN-OWNED BUSINESS OTHER THAN SMALL BUSINESS
AUTO	KF7400	52.209-5	01-MAR-96	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS
AUTO	KF7733	52.204-6	01-JUN-99	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
AUTO	KF7009	52.215-6	01-OCT-97	PLACE OF PERFORMANCE
AUTO	KF7223	52.203-11	01-APR-91	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
AUTO	KF7015	52.222-21	01-FEB-99	PROHIBITION OF SEGREGATED FACILITIES
AUTO	KF7016	52.222-22	01-FEB-99	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
AUTO	KF7017	52.222-25	01-APR-84	AFFIRMATIVE ACTION COMPLIANCE
AUTO	KF7008	52.215-4010 (TACOM)	01-JAN-98	AUTHORIZED NEGOTIATORS
AUTO	KA7850	252.225-7000	01-SEP-99	BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE
AUTO	KA7800	252.225-7003	01-MAR-98	INFORMATION FOR DUTY-FREE ENTRY EVALUATION
AUTO	KA7806	252.247-7022	01-AUG-92	REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA
AUTO	KS7372	TACOM	01-APR-85	INVENTION IDENTIFICATION AND DISCLOSURE PROCEDURES
AUTO	KS7151	52.223-4002 (TACOM)	01-DEC-93	USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)
AUTO	KS7413	52.204-7005 (TACOM)	01-NOV-96	OFFEROR'S DATAFAX NUMBER AND E-MAIL ADDRESS

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

AUTO	LF0020	52.215-1	01-FEB-00	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITIONS (ALTERNATE I (OCT 1997) AND ALTERNATE II (OCT 1997))
AUTO	LF0104	52.211-2	01-DEC-99	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE

PIIN/SHIN DAAE07-00-R-L014

MOD/AMD

ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST,
DOD 5010.12-L

AUTO	LF0373	52.215-16	01-OCT-97	FACILITIES CAPITAL COST OF MONEY
AUTO	LF0040	52.222-24	01-FEB-99	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW
AUTO	LF0009	52.214-34	01-APR-91	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
AUTO	LF0114	52.214-35	01-APR-91	SUBMISSION OF OFFERS IN U.S. CURRENCY
AUTO	LA0842	252.204-7001	01-AUG-99	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING
AUTO	LA0010	252.209-7003	01-MAR-98	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS
AUTO/CHANGE	LF6001	52.216-1	01-APR-84	TYPE OF CONTRACT

The Government contemplates award of a cost plus fixed fee contract resulting from this solicitation.
(End of provision)

AUTO/CHANGE	LF6204	52.215-20	01-OCT-97	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (ALTERNATE III, OCT 1997)
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(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting officer.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

PIIN/SIIN DAAE07-00-R-L014

MOD/AMD

(c) Submit the cost portion of the proposal via the following electronic media: 3 1/2 inch disk. File format must be Microsoft Excel 97 or 95 or a file format acceptable to the Contracting Officer. It is also acceptable to deliver the cost data on CD-ROM. Submitted spreadsheet files contain all formulas or equations used to compute the proposed amounts.

(End of Provision)

AUTO	LF7300	52.233-2	01-AUG-96	SERVICE OF PROTEST
AUTO	LM7015	52.233-4001 (TACOM)	01-MAY-98	HQ-AMC LEVEL PROTEST PROCEDURES
AUTO	LS7040	52.233-4000 (TACOM)	01-AUG-99	NOTICE REGARDING TACOM OMBUDSPERSON AND AMC-LEVEL PROTEST PROGRAM
AUTO	LS7001	52.215-4003 (TACOM)	01-SEP-99	HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES (NON-US POSTAL SERVICE MAIL)
AUTO	LS7011	52.219-4003 (TACOM)	01-JUN-97	HELP FOR SMALL, DISADVANTAGED AND WOMAN-OWNED FIRMS
AUTO	LS7850	52.215-4850 (TACOM)	01-MAR-00	ELECTRONIC OFFERS REQUIRED IN RESPONSE TO THIS SOLICITATION
AUTO	LS7101	52.204-7011 (TACOM)	01-JUL-99	ELECTRONIC COMMERCE REQUIREMENTS